

BEFORE THE FEDERAL ELECTION COMMISSION

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FEDERAL ELECTION
COMMISSION
SECRETARIAT
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In the Matter of

Juan Vargas for Congress '96 and)
Deanna Liebergot, as treasurer) MUR 4742
Committee to Re-Elect Vargas, and)
Deanna Liebergot, as treasurer)
Juan Vargas)
The Primacy Group)
Larry Remer, Owner, The Primacy Group)

SENSITIVE

GENERAL COUNSEL'S REPORT # 2

I. ACTIONS RECOMMENDED: Enter into pre-probable cause conciliation with and approve the attached conciliation agreements with Juan Vargas, Vargas for Congress '96 and Deanna Liebergot as treasurer, and Primacy Group/Larry Remer.

II. BACKGROUND

In 1996, Juan Vargas ran, unsuccessfully, for the Democratic nomination to the House of Representatives for California's 50th Congressional District. Mr. Vargas currently sits on the City Council of San Diego, California, having won re-election to the City Council in 1998. In both Mr. Vargas' federal race and in his 1998 city council re-election race (and in previous races for city council), Mr. Vargas' authorized committees used the services of the political consultant firm The Primacy Group ("Primacy"), owned by Larry Remer. On April 27, 1999, the Federal Election Commission ("the Commission") found reason to believe that Juan Vargas, Juan Vargas for Congress '96 ("the Federal Committee"), Mr. Vargas' 1998 City Council re-election committee, Committee to Re-Elect Vargas ("the State Committee"),¹ and Primacy violated various

¹ The State Committee terminated on January 26, 1999, by filing with the
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provisions of the Federal Election Campaign Act of 1971, as amended ("the Act") in connection with a \$24,506.07 debt to Primacy incurred by the Federal Committee during the 1996 congressional campaign, which remained unpaid from March, 1996 until August, 1999.

The Commission found reason to believe that respondents violated the Act under two alternative theories of conduct. Under the first theory, the Commission found reason to believe that the State Committee used some of the funds raised for Mr. Vargas' 1998 city council bid and paid to Primacy, ostensibly in connection with the 1998 campaign, as a de facto repayment of the debt owed by the Federal Committee to Primacy, constituting an illegal contribution from the State Committee to the Federal Committee. Under an alternative theory, the Commission found reason to believe that Primacy had not pursued collection of the debt in a commercially reasonable manner, and thus that Mr. Remer, as owner of Primacy, had made an excessive contribution to the Federal Committee.² The Commission also authorized this Office to examine whether Primacy had improperly extended credit to the Federal Committee.

The Commission authorized subpoenas and requests for documents to these respondents, to which respondents responded jointly. Information collected by this Office suggests that the State Committee did not make an improper contribution to the Federal Committee. However, the answers and documents provided by respondents to the subpoenas and follow-up questions from this Office indicate that Primacy and the

California Fair Political Practices Commission.

² The Primacy Group is a sole proprietorship owned entirely by Mr. Remer.

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Federal Committee did not have an "arms-length" business relationship. Specifically, this information suggests that Primacy improperly extended credit to the Federal Committee, and failed to pursue collection of the debt owed to Primacy in a commercially reasonable manner, and that Mr. Remer, as owner of Primacy, thus made an excessive contribution to the Federal Committee. This information also suggests that Mr. Vargas and the Federal Committee knowingly accepted the excessive contribution, and further suggests that the Federal Committee did not properly report debts owed to Primacy. Respondents have requested pre-probable cause conciliation. Although there are still a few facts that are not clear, this Office recommends that the Commission enter into pre-probable cause conciliation with Primacy, Juan Vargas and the Federal Committee, and attempt to clarify any remaining critical facts during negotiations.

III. PRIMACY MAY HAVE MADE AN EXCESSIVE CONTRIBUTION TO THE FEDERAL COMMITTEE

A. **Extension of Credit**

1. Excessive Contribution by Primacy

Primacy does not contest that it extended credit to the Federal Committee through the way in which payment of the monthly retainer fee paid to Primacy by the Federal Committee was structured. This payment schedule was set up so that the greatest portion of Primacy's monthly retainer for services rendered during the six months before the primary did not come due until after the primary.

The contract between Primacy and the Federal Committee called for a monthly retainer of \$4,000 for the six-month period before the March, 1996 primary, and for the Federal Committee to reimburse all expenses incurred by Primacy associated with the

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campaign.³ However, of the \$4,000 per month retainer, the Federal Committee was only required to pay Primacy \$1,000 a month in cash in each of the six months before the March, 1996 primary. The balance of the monthly retainer -- \$18,000, or \$3,000 per month -- was termed "deferred compensation," the payment of which was divided into two sections. See Contract, Primacy-Federal Committee, Sept. 29, 1995 (Attachment 1). One-third of the deferred compensation -- \$6,000, or \$1,000 per month -- was to come due at the primary. However, this amount was only required to be paid at that point "if in the opinion of both [the Federal Committee] and [Primacy] the campaign can afford to make said disbursement without significantly harming the campaign effort." Id. at 1 (emphasis omitted). Otherwise, the contract did not require the Federal Committee to pay the \$6,000 until 180 days after the primary. Finally, under the contract the remaining two-thirds of the deferred compensation balance -- \$12,000, or \$2,000 per month -- was to be paid within 180 days of the primary. Because the Federal Committee did not have much cash on hand after the primary, it was unable to pay the deferred compensation, and the \$18,000 became part of the debt reported by the Federal Committee as owed to Primacy.⁴

This extension of credit by Primacy was a contribution unless it was made in the

³ The contract also provided for a \$25,000 "win bonus" should Mr. Vargas win the Democratic primary, and an additional \$25,000 "win bonus" should Mr. Vargas win the November, 1996 general election. The retainer covered Primacy's charges for consulting services, the services of a treasurer, and the use of a portion of Primacy's offices for the campaign.

⁴ The rest of the \$24,506.07 debt owed to Primacy after the primary was apparently expenses which the Federal Committee had not reimbursed. This Office notes that the Federal Committee may have incorrectly reported this debt, as discussed infra.

ordinary course of business. See 11 C.F.R. § 100.7(a)(4). In determining whether credit was extended by an unincorporated vendor in the ordinary course of business, the Commission examines the vendor's established and past practice in approving credit, the usual and normal practice in the vendor's industry, and whether the vendor received prompt payments in the past from the candidate or the candidate's authorized committee.

See 11 C.F.R. § 116.3(c).

Primacy asserts that the extension of credit in the contract between Primacy and the Federal Committee constituted a valid and ordinary business decision. Primacy's policy with regard to extensions of credit is to require candidates to assume personal liability for their campaign debts to Primacy. Primacy states that credit is extended when, on a case-by-case basis, Mr. Remer determines the candidate to be a good personal risk. Primacy claims that the decision to extend credit to the Federal Committee was reasonable within this policy. Primacy points out that Mr. Vargas was a first-time candidate for federal office, and was challenging a popular incumbent in the primary, and so was unable to raise much money for the federal race at the outset. However, Mr. Vargas had a good chance of winning in the primary, according to polling conducted by the Federal Committee and outside groups. Primacy implies that had Mr. Vargas won the Democratic primary, the Federal Committee would have been able to raise enough money to pay off the "deferred compensation" debt to Primacy, because the Congressional district in which Mr. Vargas was running is heavily Democratic. Primacy also points out that the Federal Committee was able to make regular payments to Primacy for the cash portion of the retainer and also for most of Primacy's actual expenses in promoting Mr. Vargas' candidacy.

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It does not appear that credit was extended to the Federal Committee in the ordinary course of Primacy's business. Despite Primacy's assertions, Primacy provides no evidence that this type of deferred compensation agreement has ever been entered into by Primacy before, nor that it is common in its industry.⁵ Indeed, the sample contract submitted by Primacy does not contain any provision for deferred payment of a retainer. Respondents also admit that Mr. Vargas was not a good personal credit risk.⁶

Moreover, other information in Primacy's responses strongly suggests that the payment provisions in Primacy's contract with the Federal Committee may have been influenced by Mr. Remer's personal support for Mr. Vargas. In describing generally how Primacy sets its fees with its clients, respondents' counsel states:

"This can be a very competitive market, and consultants will often adjust their fees not only to take into account the clients' ability to pay... but also their likelihood of success and, relatedly, the consultant's prospects for developing an ongoing business relationship with those clients. Sometimes (believe it or not), consultants may even allow their own personal and political views to influence the fees they are prepared to charge a given candidate, being willing to work at a greater financial sacrifice for a candidate whom they genuinely admire and whose views they strongly support."

Aug. 20, 1999 Response at 2. Counsel later explains why Mr. Remer and his wife made a \$2,000 contribution to the Federal Committee in late 1996, even though the Federal Committee owed a large debt to Primacy, stating: "Mr. Remer and his wife are supporters (and friends) of Councilmember Vargas; they agree with his politics and very much

⁵ Respondents admit that Primacy has never entered into a written contract which provided for deferred compensation before, but claim that it is common during the course of a campaign for a candidate committee to ask Primacy to defer some portion of a retainer on an as needed basis.

⁶ See fn. 12, *infra*.

admire his efforts in public office.”⁷ Id. at 5.

The information received to date appears to indicate that Primacy’s extension of credit to the Federal Committee through the “deferred compensation” retainer fee structure was outside of the ordinary course of business, and therefore was a contribution to the Federal Committee.⁸ See 11 C.F.R. § 100.7(a)(4).

2. Reporting of Debt by the Federal Committee

Because Primacy extended credit to the Federal Committee in the form of the “deferred compensation” retainer fee structure, the Federal Committee incurred debt to Primacy in the amount of the total retainer fee, which it was obliged to report. A written contract, including a media contract, promise, or agreement to make an expenditure, is considered an expenditure as of the date the contract, promise or obligation is made.

⁷ This response also raises a question as to whether the retainer rate of \$4,000 per month that Primacy charged to the Federal Committee was commercially reasonable. Information provided by respondents suggests that this rate may have been more in line with the fees that a political consultant would charge to a city council or other local candidate; presumably, a consultant’s fees would be higher for a Congressional campaign, especially at the level of services provided by Primacy. See fn. 3, supra.

⁸ Another issue discussed in the First General Counsel’s Report involved Primacy’s provision of treasurer services to the Federal Committee from March 1996 to the present without payment from the Federal Committee. Respondents explain that the contract between Primacy and the Federal Committee calls for Primacy to provide treasurer services to the Federal Committee until the Federal Committee terminates. Because the extension of credit written into the contract between Primacy and the Federal Committee was a contribution from Primacy to the Federal Committee, Primacy’s provision of treasurer services under the contract was part of the same contribution. The Federal Committee also explains the appearance of a \$3,000 debt owed to its treasurer, Deanna Liebergot (a Primacy employee), on the the Federal Committee’s reports to the Commission. The Federal Committee explains that Mr. Vargas determined sometime before the March, 1996 primary to pay Ms. Liebergot a bonus for her work. Because the Federal Committee did not have the cash on hand to pay Ms. Liebergot directly, Mr. Vargas directed that the bonus be listed as a debt to her on the Federal Committee’s
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11 C.F.R. § 100.8(a)(2). Agreements to make expenditures over \$500, including those memorialized in writing, must be reported as of the date that the debt or obligation is incurred. 11 C.F.R. § 104.11(b). This last point is, of course, true of all campaign debts and obligations, which must be reported in a committee's periodic disclosure filings.

2 U.S.C. § 434(b)(8). All outstanding obligations are to be reported in FEC Form 3 Schedule D, with specific references to: the amounts owed; the outstanding balance as of the beginning of the reporting period; the amounts incurred during that reporting period; payments made during that reporting period; and the outstanding balance at the close of the reporting period.

The Federal Committee should have reported the deferred compensation amount as a debt from the time that the contract was signed in October, 1995. After the contract was signed, the Federal Committee owed Primacy \$24,000 in retainer fees, \$6,000 of which was due in monthly cash payments, and \$18,000 of which was due as deferred compensation. The Federal Committee should have reported this \$24,000 as a debt on its reports to the Commission beginning in October, 1995 (the beginning of the contract), and should have reported the \$1,000 cash payment to Primacy every month as a payment on the debt. If after the primary the Federal Committee could not make any more payments on the deferred compensation, then the \$18,000 which remained unpaid would have continued to be reported as a debt.

The Federal Committee did not report any debt owed to Primacy until its post-primary report to the Commission, when it reported all of the deferred compensation as a disclosure reports.

debt. It reported its \$1,000 monthly payments to Primacy in the six months before the primary only as expenditures for consulting services. Therefore, this Office recommends that the Commission find reason to believe that Juan Vargas for Congress '96 and Deanna Liebergot, as treasurer, violated 2 U.S.C. § 434(b).⁹

B. Collection of the Debt

As noted above, the Federal Committee owed \$24,506.07 to Primacy for three years, during which time Primacy did not take any action to collect the debt and the Federal Committee did not make any effort to raise funds to pay off the debt.¹⁰ This Office believes that the information obtained thus far indicates that Primacy's failure to take actions toward collecting the debt was not commercially reasonable, and that as a result Mr. Remer, as owner of Primacy, made an excessive contribution to the Federal Committee.

A commercial vendor must pursue collection of a debt in a commercially reasonable manner; otherwise, a contribution will result. 11 C.F.R. § 100.7(a)(4). The Commission's consideration of whether a debt has been pursued in a commercially reasonable manner takes into account factors such as whether the debtor committee has made reasonable efforts to raise the funds to pay back the debt, 11 C.F.R. § 116.4(d)(2),

⁹ Because the facts surrounding the way in which this debt was created were not known to the Commission at the time of the First General Counsel's Report, this Office did not recommend that the Commission make a reason to believe finding as to this violation previously.

¹⁰ The Federal Committee took steps to raise the money to pay the debt to Primacy after this Office discussed the Commission's reason to believe findings with counsel for respondents. The Federal Committee reported raising \$13,000 through June, 1999 on its 1999 mid-year report, and has submitted checks showing that it paid off the debt owed to
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and whether the vendor has made similar efforts to collect the debt as it would a non-political debt, such as by withholding services, referring the debt to a collection agency, or commencing litigation. See 11 C.F.R. § 116.4(d)(3).

Primacy asserts that that it did not take any of the actions suggested by the Commission's regulations in regard to the \$24,506.07 debt owed by the Federal Committee because Mr. Remer made a business judgment, in consultation with Mr. Vargas, that the Federal Committee was likely to be able to pay off the debt at some point in the future. Primacy asserts that that it wanted to maintain friendly and professional relations with Mr. Vargas to ensure that when the Federal Committee had the means to raise funds again, the debt to Primacy would be paid off.

However, Primacy provides specific information which undermines the contention that the failure to pursue collection of the debt was commercially reasonable. Primacy submits documents showing that Primacy has been owed debts by several other clients. However, all of the debts owed by these clients were significantly less than the \$24,506.07 owed by the Federal Committee. Moreover, Primacy asserts that most of the debts owed by its clients are paid by the next election cycle, and that many are paid within a year. In this case, however, more than three years passed before any effective effort was made to collect the debt owed by the Federal Committee.¹¹

Primacy in the early fall of 1999.

¹¹ Primacy argues that it is difficult to compare the Federal Committee to Primacy's other candidate committee clients because the Federal Committee's budget was bigger than Primacy's other comparable clients. Primacy's clients are mostly city council and other local candidates, and entities seeking to pass bond issues or local initiatives. Nevertheless, an examination of Mr. Remer's usual business practices is one of the only
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Also, information provided by respondents indicates that this decision may have been motivated in part by Mr. Remer's personal support for Mr. Vargas. As discussed above, counsel for respondents explains that the contribution from Mr. Remer and his wife to the Federal Committee in late 1998, which was used by the Federal Committee to pay down a loan Mr. Vargas made to the Federal Committee in 1996, was made because Mr. Remer is a supporter of Mr. Vargas. Counsel also explains that "Mr. Remer and his wife wanted to make a substantial contribution to Councilmember Vargas' congressional campaign committee... and wanted to assist the committee in paying down its debt."

Aug. 20, 1999 Response at 5. However, we note that the Remers' contribution helped to pay down the debt owed to Mr. Vargas, and not the \$24,506.07 debt owed to Primacy.

There are other indications that the Federal Committee and Primacy did not treat the debt owed by the Federal Committee to Primacy as seriously as other debts owed by the Federal Committee.¹² Specifically, the Federal Committee made no effort to raise funds to pay off its debts after the 1996 primary,¹³ and what funds did come in were used

measures that the Commission has in this case to determine whether failing to take any action on a debt of this size for three years was commercially reasonable.

¹² Respondents appear to acknowledge this fact. In explaining why the Remers made the contribution to the Federal Committee to pay down a loan that Mr. Vargas had made to the Federal Committee in 1996, respondents' counsel states: "[T]he Remers were aware that [the Federal Committee] had other outstanding debts, with money owed to other individuals... who were not in a comparable position of being able to afford to await repayment." Aug. 20, 1999 Response at 5. This response suggests that Mr. Remer and Mr. Vargas collaborated in determining which debts would be paid off. As discussed in connection with Primacy's extension of credit, *supra*, this response also indicates that Mr. Vargas was not a good personal credit risk.

¹³ Respondents justify the Federal Committee's failure to raise funds to pay off the debt by pointing out that the economy in southern California in the years since the 1996 election was not good, and that Mr. Vargas' 1998 city council campaign interfered with
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to pay down debts other than the debt to Primacy, including paying down a loan from the candidate himself.¹⁴

All of the above information contributes to the appearance that the decision not to pursue collection of the debt was not commercially reasonable, that therefore Primacy made an excessive contribution to the Federal Committee, and that Mr. Vargas and the Federal Committee knowingly received this contribution.

IV. RESPONDENTS HAVE SHOWN THAT THE STATE COMMITTEE DID NOT MAKE A CONTRIBUTION TO THE FEDERAL COMMITTEE

The Commission found reason to believe, under an alternative theory, that the State Committee violated 2 U.S.C. §§ 441b(a), 441a, 433, and 434 by making excessive and prohibited contributions to the Federal Committee, and failing to report these contributions. The basis for these findings was the appearance that the State Committee might have paid Primacy excessive fees in connection with Mr. Vargas' 1998 city council re-election race.¹⁵ The Commission found reason to believe that these excessive fees

Mr. Vargas' ability to raise funds to pay off the debts of his 1996 federal committee.

¹⁴ As of June, 1999, the Federal Committee owed \$19,500 to its former employees, nearly \$3,000 to outside vendors, nearly \$3,000 to a printer owned by Mr. Remer and located within Primacy, and \$12,225 to Mr. Vargas. The Federal Committee raised only \$4,500 in 1997 and 1998, \$2,000 of which was from Mr. Remer and his wife.

¹⁵ The Commission's finding that there was reason to believe that Respondents had violated 2 U.S.C. § 441b(a) was based on the possibility that, under California state law, the State Committee could have been in possession of funds from sources prohibited from making contributions under the Act, and that some of these funds could have been contributed indirectly to the Federal Committee if the State Committee paid down the Federal Committee's debt. The Commission also found reason to believe that the Federal Committee violated 2 U.S.C. §§ 441a(f) and 441b(a) by knowingly accepting excessive and prohibited contributions from the State Committee. However, as discussed below respondents have shown that the State Committee neither received funds in amounts above those prohibited by the Act, nor received funds from sources prohibited by the Act.

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served as a de facto repayment, by the State Committee, of the \$24,506.07 debt which the Federal Committee owed to Primacy, and that the State Committee therefore had made an excessive contribution to the Federal Committee. However, as discussed below, respondents have shown that the State Committee did not over-pay Primacy for the 1998 city council race.

At the reason to believe stage it appeared that the State Committee had over-paid Primacy for the 1998 race, in part, because Mr. Vargas spent twice as much money on his 1998 re-election race than his 1995 city council re-election race, even though Mr. Vargas' challenger in the 1998 race was poorly funded. Respondents assert that Mr. Vargas needed to spend a substantial amount of money in the 1998 race because Mr. Vargas' challenger posed a serious threat to his re-election.

Respondents point out that although Mr. Vargas' opponent in the 1998 city council race, David Gomez, was poorly funded in comparison to Mr. Vargas, Mr. Gomez was backed by Congressman Bob Filner, to whom Mr. Vargas lost the 1996 Congressional nomination, and with whom Mr. Vargas has what respondents describe as a "blood feud." Also, respondents point out that Mr. Gomez is a well-known local activist who has been elected to the board of the county water district, putting him in a position of importance on a "hot issue" in Mr. Vargas' district. Finally, respondents assert that the district in which Mr. Vargas was running is "walkable," and that even a candidate with limited funds can make a substantial showing if he puts in enough time and is locally known. Respondents assert that in Mr. Vargas' first campaign for city council, in 1993, Mr. Vargas defeated a better-financed opponent by simply spending more time in the district. Respondents submit invoices from Primacy to the State

Committee showing the charges for the cost of materials produced by Primacy, and other miscellaneous costs incurred by Primacy, to defend against the challenge by Mr. Gomez in the 1998 city council race.

Respondents also argue that the fees paid by the State Committee were pursuant to a valid contract. The contract between Primacy and the State Committee called for a monthly retainer of \$3,000, and a "win bonus" of \$15,000. Respondents provide documentation showing that this retainer is in line with the retainers and "win bonuses" charged to other city council candidates who are clients of Mr. Remer's.¹⁶

Respondents also point out that the State Committee, under San Diego law, was prohibited from accepting contributions from any person over \$250 and prohibited from raising funds from any organization, such as a PAC.¹⁷ Thus, they argue, it would have been illogical for Mr. Vargas to use funds raised in such small amounts to pay off a debt owed by the Federal Committee, which could raise funds in \$1,000 increments under Federal law. See 2 U.S.C. § 441a(a).

Finally, respondents provide documentation showing that Deanna Liebergot, who is the treasurer to both the State and Federal Committees, was paid for her work as treasurer for the Federal Committee according to the contract between Primacy and the

¹⁶ Respondents also explain that the State Committee paid Primacy \$3,000 after Mr. Vargas won re-election because a local attorney filed a legal challenge to Mr. Vargas' election under San Diego's "term limits" statute; respondents state that Primacy assisted Mr. Vargas with "damage control" during this challenge, in which Mr. Vargas prevailed. Respondents submit documentation and press clippings showing the work that Primacy did for Mr. Vargas after the election.

¹⁷ See San Diego Mun. Code. §§ 27.2941 (contributions limited to \$250) and 27.2947 (contributions only from individuals), available at (cont'd. next page)

Federal Committee, and that her services to the Federal Committee were not paid for by the State Committee.

This Office believes that the arguments advanced by respondents and the documents provided by respondents support the conclusions that the State Committee did not over-pay Primacy for work provided in connection with Mr. Vargas' 1998 city council re-election effort, and that the State Committee did not pay down the Federal Committee's debt. This Office recommends that the Commission take no further action as to the allegation that the State Committee violated 2 U.S.C. §§ 441a(a) and 441b(a) by making excessive contributions from prohibited sources to the Federal Committee, and take no further action as to the allegation that the State Committee violated 2 U.S.C. §§ 434 and 433 by failing to register as a political committee and failing to report contributions to the Federal Committee. This Office also recommends that the Commission take no further action as to the allegation that the Federal Committee violated 2 U.S.C. §§ 441a(f) and 441b(a) by knowingly accepting excessive and prohibited contributions from the State Committee.

V. DISCUSSION OF PROPOSED CONCILIATION AGREEMENTS

Respondents have requested pre-probable cause conciliation.¹⁸ This Office

recommends that the Commission approve the attached proposed conciliation agreements with Larry Remer/The Primacy Group, Vargas for Congress '96 and Juan Vargas as an individual.

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where, as here, the candidate was not a member of the party.

VI. RECOMMENDATIONS

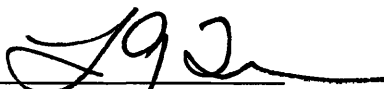
1. Find reason to believe that Vargas for Congress '96 and Deanna Liebergot, as treasurer, violated 2 U.S.C. § 434(b).
2. Take no further action against the Committee to Reelect Vargas and Deanna Liebergot, as treasurer.
3. Take no further action as to the allegation that Vargas for Congress '96 and Deanna Liebergot, as treasurer, violated 2 U.S.C. §§ 441a(f) and 441b(a) by knowingly accepting excessive and prohibited contributions from the State Committee.
4. Enter into pre-probable cause conciliation with The Primacy Group/Larry Remer, Juan Vargas, and Vargas for Congress '96.
5. Approve the attached conciliation agreements.
6. Approve the appropriate letters.

Lawrence M. Noble
General Counsel

Date

11/19/99

BY:


Lois G. Lerner
Associate General Counsel

Attachments:

Contract, Primacy - Federal Committee, Sept. 29, 1995
Conciliation Agreements (3)
Vargas for Congress '96
Juan Vargas
The Primacy Group/Larry Remer

Staff Assigned: Seth Row, April Sands

21.04.403.1859



FEDERAL ELECTION COMMISSION
Washington, DC 20463

MEMORANDUM

TO: Office of the Commission Secretary

FROM: Office of General Counsel *WCS*

DATE: November 18, 1999

SUBJECT: MUR 4742-General Counsel's Report #2

The attached is submitted as an Agenda document for the Commission Meeting of _____

Open Session _____

Closed Session _____

CIRCULATIONS

SENSITIVE ☒
NON-SENSITIVE ☐

72 Hour TALLY VOTE ☒

24 Hour TALLY VOTE ☐

24 Hour NO OBJECTION ☐

INFORMATION ☐

DISTRIBUTION

COMPLIANCE ☒

Open/Closed Letters ☐

MUR ☐

DSP ☐

STATUS SHEETS ☐

Enforcement ☐

Litigation ☐

PFESP ☐

RATING SHEETS ☐

AUDIT MATTERS ☐

LITIGATION ☐

ADVISORY OPINIONS ☐

REGULATIONS ☐

OTHER ☐

21.04.403.1860



FEDERAL ELECTION COMMISSION
Washington, DC 20463

MEMORANDUM

TO: LAWRENCE M. NOBLE
GENERAL COUNSEL

FROM: MARY W. DOVE/VENESHE FEREBEE-VINES *✓VN*
COMMISSION SECRETARY

DATE: NOVEMBER 23, 1999

SUBJECT: MUR 4742 - General Counsel's Report #2
dated November 19, 1999.

The above-captioned document was circulated to the Commission
on Friday, November 19, 1999.-----

Objection(s) have been received from the Commissioner(s) as
indicated by the name(s) checked below:

Commissioner Elliott	—
Commissioner Mason	—
Commissioner McDonald	—
Commissioner Sandstrom	—
Commissioner Thomas	XXX
Commissioner Wold	—

This matter will be placed on the meeting agenda for **Tuesday,**

November 30, 1999. Please notify us who will represent your Division before
the Commission on this matter.

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